

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LWA07429
LEASE AMENDMENT ADDRESS OF PREMISES: 4512 70 th Ave E Fife, WA 98424	PDN Number: n/a Building #WA8050

THIS AMENDMENT is made and entered into between Prologis LP

whose address is: Pier 1, Bay 1, San Francisco, CA 94111,

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to confirm beneficial occupancy and commence the lease, and also to modify the terms of repayment of the tenant improvements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 12, 2013 as follows:

The paragraph LEASE TERM is deleted in its entirety and replaced with the following:

To Have and to Hold the said premises for the term commencing on December 1, 2013 and continuing for a period of

10 years, 5 years firm,

subject to termination and renewal rights as may be hereinafter set forth.


(Continued on page 2)

This Lease Amendment contains 2 pages.

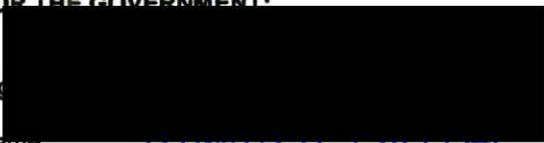
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: Richard R Kolpa
 Title: Vice President
 Entity Name: Prologis LP
 Date: 1/10/14

FOR THE GOVERNMENT:

Signature: 
 Name: CHRISTINE A. CAPORALI
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 1/13/14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: CYNTHIA BAMBAUER
 Title: Admin Asst.
 Date: Jan 10, 2014

(continued from page 1):

Paragraphs 1.03.A and 1.08 are hereby deleted in their entirety and replaced with the following:

1.03.A. The Government shall pay the Lessor annual rent, payable in monthly instalments in arrears, at the following rates:

	FIRM TERM: DEC 1, 2013 – NOV 30, 2018		NON FIRM TERM: DEC 1,
	12/1/13 - ACCEPTANCE	ACCEPTANCE – 11/30/18	2018 – NOV 30, 2023
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$782,809.83	\$782,809.83	\$907,491.14
PROPERTY TAXES ²	\$21,638.06	\$21,638.06	\$21,638.06
OPERATING COSTS ³	\$136,960.16	\$136,960.16	\$136,960.16
TENANT IMPROVEMENT #1 RENT ⁴	--	\$ 187,723.88	\$0.00
TENANT IMPROVEMENT #2 RENT ⁴	--	\$78,285.63	\$78,285.63
TOTAL ANNUAL RENT⁵	\$941,408.05	\$1,207,417.56	\$1,144,374.99

¹Exclusive of property taxes Shell rent shall be subject to 3 percent annual step increases throughout the firm and non-firm terms

²Operating costs and property taxes are subject to annual adjustment as described elsewhere in the lease

³The Tenant Improvement Allowance #1 of \$753,607.73 is amortized at a rate of 9 percent per annum over 5 years

⁴The Tenant Improvement Allowance #2 of \$515,000.00 is amortized at a rate of 9% per annum over 10 years

⁵A total of \$238,847.95 of rent shall be abated, distributed as monthly abatements of \$59,711.99 taken in each of the first three months of occupancy, and \$59,711.98 taken during the fourth month of occupancy.

In instances where the Lessor amortizes the for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term, the Government shall be liable for unamortized Tenant Improvement costs, which shall be due and payable as of the effective date of cancellation.

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The total Tenant Improvement Allowance (TIA) for purposes of this Lease is \$8,179,500/RSF, or \$1,268,607.73. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. Tenant Improvement rent will be finalized by Amendment based on acceptance of the improvements and negotiated expenditures. Of the total Allowance, \$753,607.73 shall be identified as Tenant Improvement Allowance #1 and shall amortize over the remaining firm Lease term. The remaining \$515,000.00 of the total shall be identified as Tenant Improvement Allowance #2 and shall be amortized over the remaining full term of the Lease. The Lessor may be required to increase the total TIA by up to 20% upon direction of the LCO, but under no circumstances shall Tenant Improvement Allowance #2 exceed \$515,000.00. The Allowances shall be amortized over the terms noted for each at an annual rate of 9 percent.

All other terms of the Lease shall remain in full force and effect.

INITIALS:

RH
LESSOR

& *JAZ*
GOVT